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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

SWEET PEOPLE APPAREL, INC.
d/b/a MISS ME, a California
corporation, et al.,

Plaintiffs,

v.

PHOENIX FIBERS, INC., an
Arizona corporation, et al.,

Defendants.

Case No. 2:16-cv-00940-TJH-JC

Hon. Terry J. Hatter, Jr.

**[PROPOSED] MEMORIALIZATION
OF RULINGS ON PHOENIX
FIBERS, INC.'S OBJECTIONS TO
EVIDENCE SUBMITTED BY
PLAINTIFFS IN OPPOSITION TO
THE MOTION FOR SUMMARY
JUDGMENT**

On August 18, 2017, this Court granted Defendant Phoenix Fibers, Inc.'s ("Phoenix Fibers") Motion for Summary Judgment. (*See* Dkt. No. 138, referenced herein as the "Order"). As is evident by the Order, this Court sustained various evidentiary objections of Phoenix Fibers to the evidence submitted by Plaintiffs in their opposition to Phoenix Fibers' Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment. The evidentiary rulings of this Court, found in the Order, are memorialized below:

Ruling on Objections to the Declaration of Eric Choi (Dkt. No. 95)


Testimony:	Objections:	Ruling:
¶ 2: "In particular, I wish to explain why, under my direction, Sweet People and RCRV entered into an agreement with Phoenix Fibers in November 2011 for the recycling of damaged, unfinished, obsolete, returned or otherwise second-quality MISS ME and ROCK REVIVAL denim products into shoddy fiber."	<p>Fed. R. Evid. 602. There is no evidence Mr. Choi has personal knowledge of the existence of any agreement.</p> <p>Fed. R. Evid. 402. Mr. Choi's subjective understanding is irrelevant in the absence Mr. Choi communicated that understanding to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) ("The true intent of a contracting party is irrelevant if it remains unexpressed"); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) ("evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.")</p>	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 4: "MISS ME and ROCK	Fed. R. Evid. 602. Mr.	<input checked="" type="checkbox"/> Sustained

Testimony:	Objections:	Ruling:
<p>REVIVAL brand jeans are both known to consumers as high fashion apparel products. Over the past several years, MISS ME and ROCK REVIVAL denim products have achieved substantial sales success, and have received extensive media coverage in widely circulated fashion magazines. In addition to the unique and distinctive designs created by Sweet People and RCRV designers, which are embroidered or stitched onto the pockets and waistband areas of MISS ME and ROCK REVIVAL denim products, such products are widely recognized for their superior quality, including both the fit and wash. Sweet People and RCRV have worked extremely hard to earn this reputation by maintaining strict quality control policies and procedures that ensure that only products commensurate with the high quality reputation of MISS ME and ROCK REVIVAL denim and apparel products ever enter the stream of commerce.”</p>	<p>Choi provides no foundation for this testimony. There is no evidence Mr. Choi has personal knowledge of how MISS ME and/or Rock Revival brand jeans are “known to consumers,” have “received extensive media coverage in widely circulated fashion magazines,” that these “designs” are “unique and distinctive,” or that the “quality control policies and procedures” have “ensure[d] that only products” approved by MISS ME and Rock Revival “ever enter the stream of commerce.”</p> <p>Fed. R. Evid. 701. Mr. Choi offers improper lay opinion.</p>	<p><input type="checkbox"/> Overruled</p>
<p>¶ 5: “Prior to entering into an agreement with Phoenix Fibers in November 2011....”</p>	<p>Fed. R. Evid. 602. There is no evidence Mr. Choi has personal knowledge of the existence of any agreement.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 6: “These forms of disposal, however, were always of particular concern to me and others within the Plaintiff companies, as we recognized the negative impact they might have on the environment.”</p>	<p>Fed. R. Evid. 602 (as to “others”). No foundation for what “others” were concerned about.</p> <p>Fed. R. Evid. 402. Mr. Choi’s subjective understanding is</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
	<p>irrelevant in the absence Mr. Choi communicated that understanding to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p>	
<p>¶ 6: “Therefore, finding an environmentally friendly way to dispose of Sweet People’s and RCRV’s unfinished, damaged or otherwise second-quality denim products had for many years been a particularly high priority of mine and the companies.”</p>	<p>Fed. R. Evid. 602 (as to others in the company).</p> <p>Fed. R. Evid. 402. Mr. Choi’s and others’ subjective understanding is irrelevant in the absence Mr. Choi communicated that understanding to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
	irrelevant to determining the meaning of contractual language.”)	
¶ 7: “On or about November 1, 2011, I came across the website of a company called Bonded Logic, Inc., which was promoting itself as an Arizona-based manufacturer of insulation products made from recycled denim.”	<p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 402. Subjective understanding, uncommunicated, is not relevant. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p> <p>Fed. R. Evid. 1001; 1002. The contents of the website should be evidenced by the website itself.</p>	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 7: “As this presented a denim recycling opportunity that was exactly in line with what I had been looking for, I immediately forwarded a link to Bonded Logic’s website to our General Counsel, Lilly Kim, Esq., with the message ‘Let’s discuss!’”	<p>Fed. R. Evid. 602. The message “Let’s discuss” is hearsay.</p> <p>Fed. R. Evid. 402. Mr. Choi’s and others’ subjective understanding is irrelevant in the absence Mr. Choi communicated that</p>	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Testimony:	Objections:	Ruling:
	understanding to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i> , 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i> , 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)	
¶ 8: “Thereafter, acting under the direction of Ms. Kim....”	Fed. R. Evid. 602. No foundation is provided for this statement.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 8: “contacted Bonded Logic to inquire about its recycling of denim into insulation products, and was referred to its affiliate, Phoenix Fibers.”	Fed. R. Evid. 602. No foundation is provided for this statement.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 8: “Ms. Song had a series of telephone calls and email communications with a representative of Phoenix Fibers, and ultimately arrived at an agreement with Phoenix Fibers for the donation of Plaintiff’s second quality products under the following terms: (a) Sweet People and RCRV would deliver unfinished, damaged and otherwise second quality MISS ME and ROCK REVIVAL denim products that they deemed unfit for circulation to consumers to Phoenix Fibers’ Chandler, Arizona facility, at no cost to Phoenix Fibers, and (b) as it claimed it did for other	Fed. R. Evid. 602. Mr. Choi provides no foundation for this testimony. Fed. R. Evid. 802. Mr. Choi cannot base his “personal knowledge” of the subject matter on inadmissible statements of others. Fed. R. Evid. 1001, 1002; Fed. R. Evid. 901 (documents allegedly providing foundation are	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Testimony:	Objections:	Ruling:
<p>denim manufacturers, Phoenix Fibers would shred such products into shoddy fiber, which would then be used by Phoenix Fibers' affiliate, Bonded Logic, to manufacture environmentally friendly products, such as insulation."</p>	<p>both hearsay and not authenticated).</p>	
<p>¶ 8: "All of these terms of agreement were contemporaneously reported to me at the time by Ms. Song and Ms. Kim, and I approved the parties' agreement."</p>	<p>Fed. R. Evid. 802. Ms. Song's and Ms. Kim's statements to Mr. Choi are hearsay statements.</p>	<p><input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>
<p>¶ 9: "after Ms. Song received a sample of Bonded Logic's UltraTouch Denim insulation from Phoenix Fibers in March 2012, which, I understood, was similar to the products that would be made from the second-quality denim products donated by my companies, we prominently displayed the samples in Sweet People's and RCRV's conference rooms, as an example of the companies' commitment to the environment. A photo of one such display case appears below:</p>	<p>Fed. R. Evid. 602. No foundation is provided for Mr. Choi's knowledge. Fed. R. Evid. 802. It is clear Mr. Choi is basing his testimony on what Ms. Song told him.</p>	<p><input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>
		
<p>¶ 10: "The entire purpose of Sweet People's and RCRV's agreement with Phoenix Fibers was premised on two goals which were of critical importance to these companies: (a) to preserve the reputation and integrity</p>	<p>Fed. R. Evid. 402. Mr. Choi's and others' subjective understanding is irrelevant in the absence Mr. Choi communicated that</p>	<p><input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
<p>of our brands by keeping unfinished, damaged or otherwise second-quality MISS ME and ROCK REVIVAL products out of the stream of commerce, and (b) to dispose of unfinished, damaged or otherwise second-quality MISS ME and ROCK REVIVAL products in an environmentally sound manner. “</p>	<p>understanding to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p>	
<p>¶ 11: “Had I believed for a second that Phoenix Fibers would violate our agreement and sell into consumer retail channels the MISS ME and ROCK REVIVAL products that Sweet People and RCRV delivered to it-at significant cost-for recycling into shoddy fiber, I would have never authorized Sweet People or RCRV to enter into an agreement with Phoenix Fibers, or donate a single product to it.”</p>	<p>Fed. R. Evid. 402. Mr. Choi’s and others’ subjective understanding is irrelevant in the absence Mr. Choi communicated that understanding to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p> <p>Fed. R. Evid. 602. No</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
	foundation provided for the statements that Phoenix Fibers violated the agreement or sold “into consumer retail channels.”	
¶ 12: “Phoenix Fibers’ inexplicable sale of large quantities of MISS ME and ROCK REVIVAL products that were supposed to be shredded into shoddy fiber, in direct violation of the parties’ agreement and Sweet People’s and RCRV’s respective trademark rights-after nearly four years of complying with the parties’ agreement and shredding all such products- has allowed such second-quality products to find their way into consumer channels, and to disappoint not only their purchasers, but also the observers of these products in the post-sale market.”	Fed. R. Evid. 602. No foundation provided for any of Mr. Choi’s statements, including but not limited to alleged “inexplicable sale of large quantities” or “direct violation of the parties’ agreement” or trademark rights; four years of compliance with the alleged agreement; shredding of “all” products; “allow[ance]” of second-quality products into consumer channels, any disappointed purchasers or disappointed “observers of these products in the post-sale market.”	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 13: “To this day, as a direct result of Phoenix Fibers’ conduct, MISS ME and ROCK REVIVAL denim products improperly sold by Phoenix Fibers are being offered for sale and sold by downstream customers of such products through eBay and social media platforms such as Facebook.”	Fed. R. Evid. 602. No foundation provided for Mr. Choi’s testimony.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 13: “The purchasers of these products are then wearing them in public, and observers familiar with the	Fed. R. Evid. 602. No foundation of any kind provided for the	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Testimony:	Objections:	Ruling:
high quality standards of these well-known brands are surely wondering how and why these companies are allowing these goods to be sold.”	statement “observers familiar with . . . these well-known brands are surely wondering how and why these companies are allowing these goods to be sold.”	
¶ 13: “This inexplicable conduct on Phoenix Fibers’ part has caused irreparable harm to Sweet People and RCRV, and to their incalculably valuable MISSME and ROCK REVIVAL brands.”	Fed. R. Evid. 602. No foundation is provided for this statement, either the allegation of “inexplicable conduct” or the harm alleged.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Ruling on Objections to the Declaration of Lilly Kim (Dkt. No. 94)

Testimony:	Objections:	Ruling:
¶ 3: “On November 1, 2011, Eric Choi, an owner and the then-CEO of both Sweet People and RCRV, sent me an email containing a link the website of Phoenix Fibers’ affiliate, Bonded Logic, Inc., with the message ‘let’s discuss!’”	Fed. R. Evid. 1001; 1002. The contents of the website should be evidenced by the website itself. Fed. R. Evid. 802. Hearsay.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Testimony:	Objections:	Ruling:
<p>¶ 4: “The impetus for Mr. Choi’s email, and for his excitement, was his desire to find an environmentally responsible way to dispose of damaged, unfinished, obsolete, returned or otherwise second-quality MISS ME and ROCK REVIVAL brand products that the companies deemed unfit for sale to consumers.”</p>	<p>Fed. R. Evid. 602. No foundation for the alleged “impetus” of Mr. Choi’s e-mail.</p> <p>Fed. R. Evid. 402. Mr. Choi’s and others’ subjective understanding is irrelevant in the absence of evidence Mr. Choi communicated that understanding to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 6: “While Plaintiffs wanted to dispose of their second-quality denim products in an environmentally friendly manner, we were equally, if not more concerned with permanently removing such low quality MISS ME and ROCK REVIVAL denim products from the stream of commerce.”</p>	<p>Fed. R. Evid. 402. Plaintiffs’ desires are irrelevant in the absence of evidence of their communication to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
	1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)	
<p>¶ 7: “Shortly thereafter, Mr. Choi and I discussed the possibility of developing a relationship with Bonded Logic for the disposal of Plaintiffs’ second-quality MISS ME and ROCK REVIVAL denim products in an environmentally sound manner-i.e., by shredding the products into shoddy fiber. Our discussion was precipitated by Mr. Choi’s review of Bonded Logic’s promotion of this method of disposal of unwanted denim products on its website.”</p>	<p>Fed. R. Evid. 802. The contents of the Bonded Logic website are hearsay.</p> <p>Fed. R. Evid. 602. No foundation is provided for the statement Mr. Choi reviewed the Bonded Logic website.</p> <p>Fed. R. Evid. 402. Plaintiffs’ subjective motivations are irrelevant in the absence of evidence of their communication to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
¶ 9: “Within a day or two, Ms. Song, acting under my direction, contacted Bonded Logic regarding its conversion of denim products into shoddy fiber, and was referred to Matt Graham, the General Manager of Phoenix Fibers, which is Bonded Logic’s affiliate.”	<p>Fed. R. Evid. 602. No foundation is provided for this testimony.</p> <p>Fed. R. Evid. 802 (to the extent any of this testimony is based on what Ms. Song allegedly told Ms. Kim).</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
¶ 9: “Thereafter, a series of oral and written communications ensued between Ms. Song and Mr. Graham regarding the possible donation of Plaintiffs’ low quality denim products to Phoenix Fibers for recycling into shoddy fiber.”	<p>Fed. R. Evid. 1001; 1002. The contents of the “written communications” should be evidenced by the “written communications” themselves.</p> <p>Fed. R. Evid. 901. The alleged written communications are not authenticated.</p> <p>Fed. R. Evid. 602. No foundation is provided for this testimony.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
¶ 9: “Throughout her discussions with Mr. Graham, Ms. Song reported to me, and others, including Mr. Choi, as to their status.”	Fed. R. Evid. 802. Ms. Song’s statements are hearsay.	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
<p>¶ 10: “Based on my contemporaneous conversations with Ms. Song regarding her oral and written communications with Phoenix Fibers, I understood that Sweet People and RCRV had expressly conditioned their agreement to provide Phoenix Fibers with their second-quality MISS ME and RCRV denim products on Phoenix Fibers’ agreement to shred and recycle all such products into shoddy fiber.”</p>	<p>Fed. R. Evid. 602. Ms. Kim’s testimony is entirely based on hearsay.</p> <p>Fed. R. Evid. 802. Ms. Song’s alleged statements to Ms. Kim are inadmissible hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 10: “Indeed, the very foundation of the parties’ agreement was (a) Phoenix Fibers’ need for denim products to convert into shoddy fiber, and (b) Plaintiffs’ desire to remove second-quality MISS ME and RCRV denim products that the companies deemed unfit for sale to consumers from the stream of commerce, and dispose of them in an environmentally friendly way.”</p>	<p>Fed. R. Evid. 602. Ms. Kim has no personal knowledge of an agreement.</p> <p>Fed. R. Evid. 402. Ms. Kim’s testimony about what she believed the “foundation” was is irrelevant in the absence of communications to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
<p>¶ 11: “At the time, I also recall seeing written communications between Ms. Song and Mr. Graham wherein Mr. Graham (a) represented that Phoenix Fibers would destroy Plaintiffs’ second-quality denim products and convert them into shoddy fiber, and (b) stated that Phoenix Fibers did not require a writing to memorialize the parties’ agreement.”</p>	<p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 1001; 1002. The “written communications” are the evidence of their contents.</p> <p>Fed. R. Evid. 901. The documents Ms. Kim mentions are not authenticated.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 12: “Based on my understanding of these facts at the time, and the straightforward terms of the parties’ agreement-namely, (a) Plaintiffs would deliver damaged, unfinished or otherwise second-quality MISS ME and ROCK REVIVAL denim products that the companies deemed unfit for sale to consumers to Phoenix Fibers’ Chandler, Arizona facility, at no cost to Phoenix Fibers, and (b) Phoenix Fibers would shred such products into shoddy fiber, which would then be used by Phoenix Fibers’ affiliate, Bonded Logic, to manufacture environmentally friendly products such as insulation-I was satisfied that a written contract with Phoenix Fibers was not necessary to memorialize the parties’ agreement.”</p>	<p>Fed. R. Evid. 402. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
<p>¶ 13: “In addition, I did not believe it was necessary to request certificates of destruction from Phoenix Fibers for the denim products Plaintiffs were donating to Phoenix Fibers for that purpose, because the parties’ entire agreement was premised on Phoenix Fibers’ conversion of Plaintiffs’ denim products into shoddy fiber, which could not be accomplished without their destruction (i.e., shredding).”</p>	<p>Fed. R. Evid. 402. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p>	<p><input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>
<p>¶ 14: “Once Plaintiffs reached an agreement with Phoenix Fibers, in November 2011, for the shredding and recycling of their second-quality denim products into shoddy fiber, Plaintiffs began importing their unfinished or second-quality denim products from their Asian factories for ultimate shipment to Phoenix Fibers, rather than having them incinerated by the factories.”</p>	<p>Fed. R. Evid. 602. No foundation is provided for Ms. Kim’s testimony as to an agreement.</p>	<p><input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>
<p>¶ 14: “This involved a significant expense, but it was an expense Plaintiffs were willing to incur in order to dispose of their second-quality denim products in an environmentally conscious manner.”</p>	<p>Fed. R. Evid. 402. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining</p>	<p><input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
	the meaning of contractual language.”)	
¶ 15: “Over the next four years, during the period November 2011 through September 2015, Plaintiffs donated hundreds of thousands of pounds of second-quality denim products to Phoenix Fibers for shredding into shoddy fiber. It cost Plaintiffs approximately \$1,000 per shipping container to transport MISS ME and ROCK REVIVAL denim products from their facility in Los Angeles, California to Phoenix Fibers’ facility in Chandler, Arizona.”	Fed. R. Evid. 602. Ms. Kim provided no foundation for her knowledge of these facts.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 16: “In or around the summer of 2015, Plaintiffs began to receive complaints from their sales representatives, authorized retail accounts, and others, regarding the availability of second-quality MISS ME and ROCK REVIVAL denim products for online and wholesale purchase.”	Fed. R. Evid. 802. The alleged complaints are hearsay. Fed. R. Evid. 901. To the extent Ms. Kim’s testimony is based on documents, almost all are not authenticated.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 17: “Upon examination of the products, I and others within the companies were able to determine that such products had previously been delivered to Phoenix Fibers for shredding and recycling into shoddy fiber.”	Fed. R. Evid. 602. No foundation is provided for the conclusion that the products came from Phoenix Fibers. Fed. R. Evid. 802. Conclusions of others are hearsay.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Testimony:	Objections:	Ruling:
<p>¶ 18: “During that call, Mr. Johnson explained to me that Plaintiffs’ goods were received and placed in a secure cage until they were ready to be shredded, at which time they would be removed from the secure cage and shredded into shoddy fiber.”</p>	<p>Fed. R. Evid. 402. Mr. Johnson’s statements are not relevant.</p> <p>Fed. R. Evid. 802. Mr. Johnson’s alleged statements are hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 19: “Shortly thereafter, on or about October 27, 2015, I spoke with Tod Kean, who I understood to be one of the owners, and the CEO of Phoenix Fibers, and advised him that Plaintiffs had located significant quantities of low quality MISS ME and ROCK REVIVAL denim products being offered for sale in secondary channels of trade, such as eBay, which products Plaintiffs believed may have come from Phoenix Fibers’ facility.”</p>	<p>Fed. R. Evid. 802. Ms. Kim’s statements are hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 20: “In response, Mr. Kean stated that he would look into it, and mentioned the possibility that there may have been ‘leakage’ (i.e., theft) from Phoenix Fibers’ warehouse. Specifically, Mr. Kean explained that on occasion, the cage where Plaintiffs’ products were stored would be full, and certain products would be left outside of the cage, thus being susceptible to theft. At the end of our call, Mr. Kean referred me to Mr. Johnson, who he stated that would be able to answer my questions regarding security issues and the possible ‘leakage’ of Plaintiffs’ products from Phoenix Fibers’ warehouse.”</p>	<p>Fed. R. Evid. 402. Mr. Kean’s alleged statements are not relevant.</p> <p>Fed. R. Evid. 802. Mr. Kean’s alleged statements are hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 21: “At no time during my call with Mr. Kean, or at any time thereafter,</p>	<p>Fed. R. Evid. 402. What Mr. Kean did not state is</p>	<p><input checked="" type="checkbox"/> Sustained</p>

Testimony:	Objections:	Ruling:
<p>1 did Mr. Kean state that Phoenix 2 Fibers had sold Plaintiffs' second- 3 quality MISS ME and ROCK 4 REVIVAL denim products to anyone 5 as "credential," nor did he state that it 6 was Phoenix Fibers' position under 7 the parties' 2011 agreement that 8 Phoenix Fibers was entitled to sell 9 Plaintiffs' products as "credential" or 10 otherwise."</p>	<p>irrelevant.</p>	<p><input type="checkbox"/> Overruled</p>
<p>11 ¶ 22: "Later that same day, I spoke 12 with Mr. Johnson and told him what I 13 had previously explained to Mr. 14 Kean, namely, that Plaintiffs were 15 seeing significant quantities of 16 second-quality MISS ME and ROCK 17 REVIVAL denim products being 18 offered for sale in secondary channels 19 of trade, and that Plaintiffs had 20 examined these products, and 21 believed that they had previously 22 been delivered to Phoenix Fibers for 23 recycling into shoddy fiber."</p>	<p>Fed. R. Evid. 802. Ms. Kim's statements are hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>
<p>24 ¶ 22: "In response, Mr. Johnson 25 acknowledged the possibility that 26 Plaintiffs' products had 'leaked' from 27 Phoenix Fibers' warehouse, stated 28 Phoenix Fibers was adding security cameras in its warehouse, and further stated that he would personally investigate the issue and report back to me."</p>	<p>Fed. R. Evid. 402. Mr. Johnson's alleged statement(s) are not relevant.</p>	<p><input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>
<p>29 ¶ 23: "At no time during my 30 conversation with Mr. Johnson, or at 31 any time thereafter, did Mr. Johnson 32 disclose the fact he had personally 33 overseen the sale of numerous pallets 34 of second-quality MISS ME and 35 ROCK REVIVAL denim products to 36 Defendant U.S. General Export, Inc.,</p>	<p>Fed. R. Evid. 402. Mr. Johnson's alleged statement(s) are not relevant.</p>	<p><input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled</p>

Testimony:	Objections:	Ruling:
or state that it was Phoenix Fibers' position that Phoenix Fibers was entitled to sell Plaintiffs' products to anyone as 'credential' or otherwise."		
¶ 24: "Although Mr. Johnson had advised me during our call that he would look into the possibility that certain MISS ME and ROCK REVIVAL denim products had been stolen from Phoenix Fibers warehouse, and then report back to me, I received no further information or response of any kind from Mr. Johnson or Mr. Kean."	Fed. R. Evid. 402. Mr. Johnson's alleged statement(s) are not relevant.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 25: "In the weeks that followed, I continued to see increasing numbers of second-quality MISS ME and ROCK REVIVAL denim products being made available for purchase in secondary channels of trade. Finally, in mid-November 2015, I instructed Plaintiffs' outside counsel to contact Mr. Kean, in order to ensure that Plaintiffs' donated products were being properly handled and secured prior to being shredded and recycled into shoddy fiber. Once again, at the time, I had no idea that these products had found their way out of Phoenix Fibers' warehouse in any way other than through theft."	Fed. R. Evid. 602. No foundation is provided for the statement of "continu[ing] to see" products. No foundation has been provided as to whether shredding was required. Fed. R. Evid. 802. Ms. Kim's statements are hearsay.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 26: "Thereafter, following a series of communications between Plaintiffs' outside counsel and Phoenix Fibers' then-outside counsel, in which Phoenix Fibers for the first time took the position that it was unaware of the removal of any of Plaintiffs' second-quality MISS ME and ROCK REVIVAL denim	Fed. R. Evid. 402. These alleged communications are irrelevant.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Testimony:	Objections:	Ruling:
<p>products from its warehouse floor, and that ‘[i]f someone [had removed any such products], it was done without the knowledge and consent of Phoenix Fibers,’ Phoenix Fibers terminated the parties’ agreement, stating that it would no longer accept Plaintiffs’ ‘donations of products for recycling.’”</p>		
<p>¶ 28: “Once the products were returned to Plaintiffs’ warehouse in Los Angeles, California, at my direction Plaintiffs’ warehouse staff conducted a review of the reclaimed products. That review revealed that among the reclaimed goods were denim products that Plaintiffs had delivered to Phoenix Fibers for recycling into shoddy fiber as early as 2012.”</p>	<p>Fed. R. Evid. 602. Ms. Kim has no personal knowledge of the review.</p> <p>Fed. R. Evid. 802. Ms. Kim’s testimony of the review appears to be based on reports from other people, which are hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 29: “In addition, many of the reclaimed boxes of MISS ME and ROCK REVIVAL denim products had been cut open in one corner, and had apparently been rummaged through. After viewing certain of these cut-open boxes myself, it was my belief that the boxes were opened in this manner to determine the quality and/or saleability of the MISS ME and ROCK REVIVAL denim products contained inside.”</p>	<p>Fed. R. Evid. 602. Ms. Kim provided no foundation that she has personal knowledge of “many of the reclaimed boxes” having “been cut open in one corner” or “rummaged through.” Nor is proper foundation provided for Ms. Kim’s belief.</p> <p>Fed. R. Evid. 701. Ms. Kim offers an improper lay opinion.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 30: “Realizing that they had received no forthright responses from Phoenix Fibers....”</p>	<p>Fed. R. Evid. 402 (irrelevant); argumentative.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 31: “incalculable harm . . . “;</p>	<p>Fed. R. Evid. 602. No</p>	<p><input checked="" type="checkbox"/> Sustained</p>

Testimony:	Objections:	Ruling:
<p>“Plaintiffs’ investigators to purchase as many of such products as possible. Between December 11, 2015 and February 9, 2016 (the day before Plaintiffs commenced this action), Plaintiffs’ investigators purchased over 29,000 units of second-quality MISS ME and ROCK REVIVAL denim products from Defendants SAC International Traders, Inc., Shaukat Ali Chohan, Comak Trading, Inc. “</p>	<p>foundation is provided for alleged “incalculable harm.”</p> <p>Fed. R. Evid. 701. Improper lay opinion.</p> <p>Fed. R. Evid. 802. Statements regarding number of units purchased by Plaintiffs is hearsay; no foundation is laid for who the investigators purchased them from, which is likely based on hearsay.</p>	<p><input type="checkbox"/> Overruled</p>

Ruling on Objections to the Declaration of Matthew T. Salzmann (Dkt. 93)

Testimony:	Objections:	Ruling:
<p>¶ 3: “Attached hereto as Exhibit A is a true and correct copy of excerpts from the transcript of the deposition of Kelley Marie Quinn, taken on September 12, 2016.”</p>	<p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the disposition transcript.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 4: “Attached hereto as Exhibit B is a true and correct copy of excerpts from the transcript of the deposition of Steven Johnson, taken on September 12, 2016.”</p>	<p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the disposition transcript.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
<p>¶ 5: “Attached hereto as Exhibit C is</p>	<p>Fed. R. Evid. 602. Mr.</p>	<p><input checked="" type="checkbox"/> Sustained</p>

Testimony:	Objections:	Ruling:
a true and correct copy of excerpts from the transcript of the deposition of Tod Kean, taken on September 13, 2016.”	Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the disposition transcript.	<input type="checkbox"/> Overruled
¶ 6: “Attached hereto as Exhibit D is a true and correct copy of excerpts from the transcript of the deposition of Lilly Kim, taken on October 12, 2016.”	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the disposition transcript.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 7: “Attached hereto as Exhibit E is a true and correct copy of excerpts from the transcript of the deposition of Felipe Salgado, taken on October 13, 2016.”	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the disposition transcript.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 8: “Attached hereto as Exhibit F is a true and correct copy of excerpts from the transcript of the deposition of Lisa Song, taken on November 4, 2016.”	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the disposition transcript.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 9: “Attached hereto as Exhibit G is a true and correct copy of excerpts from the transcript of the deposition of Tiffany Alana Wolff, taken on December 9, 2016.”	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the disposition transcript.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 13: “Attached hereto as Exhibit K	Fed. R. Evid. 602. Mr.	<input checked="" type="checkbox"/> Sustained

Testimony:	Objections:	Ruling:
is a true and correct copy of an email chain involving Eric Choi (Sweet People / RCRV), Lilly Kim (Sweet People / RCRV) and Lisa Song (Sweet People / RCRV), dated November 1, 2011 (SP/RCRV000065-66) (Deposition Ex. 30)."	Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input type="checkbox"/> Overruled
¶ 14: "Attached hereto as Exhibit L is a true and correct copy of an email chain involving Jerry Weston (Bonded Logic, Inc.), Lisa Song (Sweet People / RCRV) and Matt Graham (Phoenix Fibers), dated November 3, 2011 (SP/RCRV005530-5531) (Deposition Ex. 67)."	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 15: "Attached hereto as Exhibit M is a true and correct copy of an email chain involving Jerry Weston (Bonded Logic, Inc.), Lisa Song (Sweet People / RCRV) and Steve Kim (Sweet People / RCRV), dated November 3, 2011 (SP/RCRV005532-5533) (Deposition Ex. 66)."	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 16: "Attached hereto as Exhibit N is a true and correct copy of an email chain involving Matt Graham (Phoenix Fibers), Lisa Song (Sweet People / RCRV) and Steve Kim (Sweet People / RCRV), dated November 4, 2011 (SP/RCRV005538-5539) (Deposition Ex. 68)."	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 17: "Attached hereto as Exhibit O is a true and correct copy of an email chain involving Matt Graham, (Phoenix Fibers), Lisa Song (Sweet People / RCRV) and Steve Kim	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Testimony:	Objections:	Ruling:
(Sweet People / RCRV), dated November 4-7, 2011 (SP/RCRV005542-5543) (Deposition Ex. 71).	exhibit is a “true and correct” copy of the described email chain.	
¶ 18: “Attached hereto as Exhibit P is a true and correct copy of an email chain from Matt Graham (Phoenix Fibers) to Lisa Song (Sweet People / RCRV), dated November 15, 2011 (SP/RCRV005545).”	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 19: “Attached hereto as Exhibit Q is a true and correct copy of an email chain involving Matt Graham (Phoenix Fibers), Lisa Song (Sweet People / RCRV), Steve Kim (Sweet People / RCRV) and others, dated November 18-22, 2011 (SP/RCRV005570).”	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 20: “Attached hereto as Exhibit R is a true and correct copy of an email chain involving Matt Graham (Phoenix Fibers), Lisa Song (Sweet People / RCRV) and Soohan Kim (Sweet People / RCRV), dated December 5, 2011 (SP/RCRV005583-5584).”	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 21: “Attached hereto as Exhibit S is a true and correct copy of an email chain from Matt Graham (Phoenix Fibers) to Lisa Song (Sweet People / RCRV), dated January 27, 2012 (SP/RCRV00617).”	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a “true and correct” copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 22: “Attached hereto as Exhibit T is a true and correct copy of an email chain from Lisa Song (Sweet People / RCRV) to Matt Graham (Phoenix	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Testimony:	Objections:	Ruling:
Fibers), Chris Graham (CH Robinson) and YongChul Kim (Sweet People / RCRV), dated March 8, 2012 (SP/RCRV005624)."	knowledge that the exhibit is a "true and correct" copy of the described email chain.	
¶ 23: "Attached hereto as Exhibit U is a true and correct copy of an email chain involving Matt Graham (Phoenix Fibers) and Lisa Song (Sweet People / RCRV), dated March 8, 2012 (SP/RCRV005628)."	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 24: "Attached hereto as Exhibit V is a true and correct copy of an email chain from Matt Graham (Phoenix Fibers) to Lisa Song (Sweet People / RCRV), dated March 8, 2012 (SP/RCRV005629)."	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 25: "Attached hereto as Exhibit W is a true and correct photograph of a display case containing a sample of insulation that Phoenix Fibers provided to Plaintiffs in or around March 2012 (SP/RCRV000072)."	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" photograph.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 26: "Attached hereto as Exhibit X is a true and correct copy of emails exchanged between Matt Graham, (Phoenix Fibers), Lisa Song (Sweet People / RCRV) and others, dated March 27, 2012 (SP/RCRV005630-5639)."	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 27: "Attached hereto as Exhibit Y is a true and correct copy of an email from Matt Graham (Phoenix Fibers) to Lisa Song (Sweet People / RCRV), dated April 9, 2012	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Testimony:	Objections:	Ruling:
(SP/RCRV005640)."	exhibit is a "true and correct" copy of the described email chain.	
¶ 28: "Attached hereto as Exhibit Z is a true and correct copy of an email chain involving Felipe Salgado (RCRV), Steven Johnson (Phoenix Fibers), Brenda Macon (Phoenix Fibers) and Vanessa Santana (CH Robinson), dated September 11-24, 2015 (SP/RCRV001006-1009)."	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 29: "Attached hereto as Exhibit AA is a true and correct copy of "Packing Lists" and "Bills of Lading" relating to Phoenix Fibers' sale of Plaintiffs' donated products to U.S. General Export, Inc., dated May 21, 2015 through November 10, 2015 (US GEN EXPORT 000028-33)."	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of Packing Lists" and "Bills of Lading."	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 30: "Attached hereto as Exhibit BB is a true and correct copy of "Invoices" issued by U.S. General Export, Inc. to SAC International Traders, Inc. relating to the sale of Plaintiffs' donated products, dated January 27, 2015 through September 29, 2015 (US GEN EXPORT 000028-33)."	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of "Invoices" issued by U.S. General Export, Inc. to SAC International Traders, Inc.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 31: "Attached hereto as Exhibit CC is a true and correct copy of an email from Aleisha Stevens to Rock Revival Customer Care, dated December 3, 2015 (SP/RCRV001366-1367) (Deposition Ex. 31)."	Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 32: "Attached hereto as Exhibit DD	Fed. R. Evid. 602. Mr.	<input checked="" type="checkbox"/> Sustained

Testimony:	Objections:	Ruling:
is a true and correct copy of an email from Bahram Reihan to Revival Customer Care, dated December 4, 2015 (SP/RCRV005756-5757) (Deposition Ex. 32)."	Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input type="checkbox"/> Overruled
¶ 33: "Attached hereto as Exhibit EE is a true and correct copy of an email from Lilly Kim (Sweet People / RCRV) to Tod Kean (Phoenix Fibers), dated October 27, 2015 (PHX000005) (Deposition Ex. 10)."	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described email chain.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 34: "Attached hereto as Exhibit FF is a true and correct copy of a letter from Louis S. Ederer, Esp. (Arnold & Porter LLP) to Tod Kean (Phoenix Fibers), dated November 17, 2015 (PHX001040-1041) (Deposition Ex. 11)."	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described letter.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 37: "Attached hereto as Exhibit II is a true and correct copy of an email chain involving Louis S. Ederer, Esq. (Arnold & Porter LLP), Charles W. Wirken, Esq. (Gust & Rosenfeld) and Tod Kean (Phoenix Fibers), dated December 7-8, 2015 (SP/RCRV000056-60)."	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described letter.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 38: "Attached hereto as Exhibit JJ is a true and correct copy of an article titled " <i>Shredding Clothing Nets Big Rewards for Phoenix Fibers</i> " (SP/RCRV003081-3082)."	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described article.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 39: "Attached hereto as Exhibit KK	Fed. R. Evid. 602. Mr.	<input checked="" type="checkbox"/> Sustained

Testimony:	Objections:	Ruling:
is a true and correct copy of an article titled " <i>Chandler firm grows; recycles denim material into insulation</i> " (SP/RCRV000032-33)."	Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described article.	<input type="checkbox"/> Overruled
¶ 40: "Attached hereto as Exhibit LL is a true and correct copy of an article titled " <i>Green Chandler company looks to bask in solar savings</i> " (SP/RCRV000039-40)."	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described article.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
¶ 40: "Attached hereto as Exhibit MM is a true and correct copy of an article titled " <i>Chandler company turns worn-out blue jeans into insulation, more</i> " (SP/RCRV000041-43)."	Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge that the exhibit is a "true and correct" copy of the described article.	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Ruling on Objections to the Exhibits to the Declaration of Matthew Salzmann

Exhibit:	Objections:	Ruling:
Salzmann Ex. A (Deposition of Kelly Marie Quinn) (Dkt. No. 93-1)	This exhibit is not properly authenticated. "A deposition or an extract therefrom is authenticated in a motion for summary judgment when it identifies the names of the deponent and the action and includes the reporter's certification that the deposition is a true record of the testimony of the deponent." <i>Orr v. Bank</i>	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Exhibit:	Objections:	Ruling:
	<p><i>of Am., NT & SA</i>, 285 F.3d 764, 774 (9th Cir. 2002); <i>see also Zimmerman v. Comcast Corp.</i>, 2016 U.S. Dist. LEXIS 162806 (C.D. Cal. Nov. 22, 2016) (Wright, J.) In this instance, Mr. Salzmann attached the deposition transcript <i>without</i> court reporters' certifications. It is inadmissible. <i>Orr</i>, 285 F. 3d at 774; <i>see also Carroll v. Holder</i>, No. 09-3093-CL, 2011 U.S. Dist. LEXIS 152158, at *3-4 (D. Or. Sep. 30, 2011) (even "[t]he affidavit of a party's counsel providing the names of the deponent, the action, and the reporter, with a statement that the attached copy is a 'true and accurate copy' is not a sufficient substitute, without more, to satisfy the authentication requirement; such an affidavit lacks foundation even if the affiant-counsel were present at the deposition.").</p>	
<p>Salzmann Ex. B (Deposition of Steven Johnson) (Dkt. No. 93-2)</p>	<p>This exhibit is not properly authenticated. "A deposition or an extract therefrom is authenticated in a motion for summary judgment when it identifies the names of the deponent and the action and includes the reporter's certification that the deposition is a true record of the testimony of the deponent." <i>Orr v. Bank of Am., NT & SA</i>, 285 F.3d</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Exhibit:	Objections:	Ruling:
	<p>764, 774 (9th Cir. 2002); <i>see also Zimmerman v. Comcast Corp.</i>, 2016 U.S. Dist. LEXIS 162806 (C.D. Cal. Nov. 22, 2016) (Wright, J.) In this instance, Mr. Salzman attached the deposition transcript <i>without</i> court reporters' certifications. It is inadmissible. <i>Orr</i>, 285 F. 3d at 774; <i>see also Carroll v. Holder</i>, No. 09-3093-CL, 2011 U.S. Dist. LEXIS 152158, at *3-4 (D. Or. Sep. 30, 2011) (even "[t]he affidavit of a party's counsel providing the names of the deponent, the action, and the reporter, with a statement that the attached copy is a 'true and accurate copy' is not a sufficient substitute, without more, to satisfy the authentication requirement; such an affidavit lacks foundation even if the affiant-counsel were present at the deposition.").</p>	
<p>Salzman Ex. C (Deposition of Tod Kean) (Dkt. No. 93-3)</p>	<p>This exhibit is not properly authenticated. "A deposition or an extract therefrom is authenticated in a motion for summary judgment when it identifies the names of the deponent and the action and includes the reporter's certification that the deposition is a true record of the testimony of the deponent." <i>Orr v. Bank of Am., NT & SA</i>, 285 F.3d 764, 774 (9th Cir. 2002); <i>see</i></p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Exhibit:	Objections:	Ruling:
	<p><i>also Zimmerman v. Comcast Corp.</i>, 2016 U.S. Dist. LEXIS 162806 (C.D. Cal. Nov. 22, 2016) (Wright, J.) In this instance, Mr. Salzmänn attached the deposition transcript <i>without</i> court reporters' certifications. It is inadmissible. <i>Orr</i>, 285 F. 3d at 774; <i>see also Carroll v. Holder</i>, No. 09-3093-CL, 2011 U.S. Dist. LEXIS 152158, at *3-4 (D. Or. Sep. 30, 2011) (even "[t]he affidavit of a party's counsel providing the names of the deponent, the action, and the reporter, with a statement that the attached copy is a 'true and accurate copy' is not a sufficient substitute, without more, to satisfy the authentication requirement; such an affidavit lacks foundation even if the affiant-counsel were present at the deposition.").</p>	
<p>Salzmänn Ex. D (Deposition of Lilly Kim) (Dkt. No. 93-4)</p>	<p>This exhibit is not properly authenticated. "A deposition or an extract therefrom is authenticated in a motion for summary judgment when it identifies the names of the deponent and the action and includes the reporter's certification that the deposition is a true record of the testimony of the deponent." <i>Orr v. Bank of Am., NT & SA</i>, 285 F.3d 764, 774 (9th Cir. 2002); <i>see also Zimmerman v. Comcast</i></p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Exhibit:	Objections:	Ruling:
	<p><i>Corp.</i>, 2016 U.S. Dist. LEXIS 162806 (C.D. Cal. Nov. 22, 2016) (Wright, J.) In this instance, Mr. Salzmann attached the deposition transcript <i>without</i> court reporters' certifications. It is inadmissible. <i>Orr</i>, 285 F. 3d at 774; <i>see also Carroll v. Holder</i>, No. 09-3093-CL, 2011 U.S. Dist. LEXIS 152158, at *3-4 (D. Or. Sep. 30, 2011) (even "[t]he affidavit of a party's counsel providing the names of the deponent, the action, and the reporter, with a statement that the attached copy is a 'true and accurate copy' is not a sufficient substitute, without more, to satisfy the authentication requirement; such an affidavit lacks foundation even if the affiant-counsel were present at the deposition.").</p>	
<p>Salzmann Ex. E (Deposition of Felipe Salgado) (Dkt. No. 93-5)</p>	<p>This exhibit is not properly authenticated. "A deposition or an extract therefrom is authenticated in a motion for summary judgment when it identifies the names of the deponent and the action and includes the reporter's certification that the deposition is a true record of the testimony of the deponent." <i>Orr v. Bank of Am., NT & SA</i>, 285 F.3d 764, 774 (9th Cir. 2002); <i>see also Zimmerman v. Comcast Corp.</i>, 2016 U.S. Dist. LEXIS</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Exhibit:	Objections:	Ruling:
	<p>162806 (C.D. Cal. Nov. 22, 2016) (Wright, J.) In this instance, Mr. Salzmann attached the deposition transcript <i>without</i> court reporters' certifications. It is inadmissible. <i>Orr</i>, 285 F. 3d at 774; <i>see also Carroll v. Holder</i>, No. 09-3093-CL, 2011 U.S. Dist. LEXIS 152158, at *3-4 (D. Or. Sep. 30, 2011) (even "[t]he affidavit of a party's counsel providing the names of the deponent, the action, and the reporter, with a statement that the attached copy is a 'true and accurate copy' is not a sufficient substitute, without more, to satisfy the authentication requirement; such an affidavit lacks foundation even if the affiant-counsel were present at the deposition.").</p>	
<p>Salzmann Ex. F (Deposition of Lisa Song) (Dkt. No. 93-6)</p>	<p>This exhibit is not properly authenticated. "A deposition or an extract therefrom is authenticated in a motion for summary judgment when it identifies the names of the deponent and the action and includes the reporter's certification that the deposition is a true record of the testimony of the deponent." <i>Orr v. Bank of Am., NT & SA</i>, 285 F.3d 764, 774 (9th Cir. 2002); <i>see also Zimmerman v. Comcast Corp.</i>, 2016 U.S. Dist. LEXIS 162806 (C.D. Cal. Nov. 22,</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Exhibit:	Objections:	Ruling:
	<p>2016) (Wright, J.) In this instance, Mr. Salzmann attached the deposition transcript <i>without</i> court reporters' certifications. It is inadmissible. <i>Orr</i>, 285 F. 3d at 774; <i>see also Carroll v. Holder</i>, No. 09-3093-CL, 2011 U.S. Dist. LEXIS 152158, at *3-4 (D. Or. Sep. 30, 2011) (even "[t]he affidavit of a party's counsel providing the names of the deponent, the action, and the reporter, with a statement that the attached copy is a 'true and accurate copy' is not a sufficient substitute, without more, to satisfy the authentication requirement; such an affidavit lacks foundation even if the affiant-counsel were present at the deposition.").</p>	

Exhibit:	Objections:	Ruling:
<p>Salzmann Ex. G. (Deposition of Tiffany Alana Wolff) (Dkt. No. 93-7)</p>	<p>This exhibit is not properly authenticated. “A deposition or an extract therefrom is authenticated in a motion for summary judgment when it identifies the names of the deponent and the action and includes the reporter's certification that the deposition is a true record of the testimony of the deponent.” <i>Orr v. Bank of Am., NT & SA</i>, 285 F.3d 764, 774 (9th Cir. 2002); <i>see also Zimmerman v. Comcast Corp.</i>, 2016 U.S. Dist. LEXIS 162806 (C.D. Cal. Nov. 22, 2016) (Wright, J.) In this instance, Mr. Salzmann attached the deposition transcript <i>without</i> court reporters’ certifications. It is inadmissible. <i>Orr</i>, 285 F. 3d at 774; <i>see also Carroll v. Holder</i>, No. 09-3093-CL, 2011 U.S. Dist. LEXIS 152158, at *3-4 (D. Or. Sep. 30, 2011) (even “[t]he affidavit of a party's counsel providing the names of the deponent, the action, and the reporter, with a statement that the attached copy is a ‘true and accurate copy’ is not a sufficient substitute, without more, to satisfy the authentication requirement; such an affidavit lacks foundation even if the affiant-counsel were present at the deposition.”).</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

**Ruling on Objections to the Additional Salzmänn
Exhibits**

Salzmänn Declaration Exhibit:	Objections:	Ruling
Exhibit K	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmänn.</p> <p>Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 802. Hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit L	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmänn.</p> <p>Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 802. Hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit M	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmänn.</p> <p>Fed. R. Evid. 602. Mr. Salzmänn provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 802. Hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit N	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 802. Hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit O	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 802. Hearsay.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit P	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit Q	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit R	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit S	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit T	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit U	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit V	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit W	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit X	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit Y	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit Z	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit AA	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
	post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.	
Exhibit BB	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled
Exhibit CC	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit DD	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit EE	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit FF	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit II	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit JJ	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit KK	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit LL	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>
Exhibit MM	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<p><input checked="" type="checkbox"/> Sustained</p> <p><input type="checkbox"/> Overruled</p>

Salzmann Declaration Exhibit:	Objections:	Ruling
Exhibit RR	<p>Fed. R. Evid. 901. This exhibit is not properly authenticated by Mr. Salzmann.</p> <p>Fed. R. Evid. 802. Hearsay.</p> <p>Fed. R. Evid. 602. Mr. Salzmann provided no evidence or foundation for his personal knowledge of this exhibit.</p> <p>Fed. R. Evid. 402. The communication post-dates the date Ms. Song, the only percipient witness, has testified the contract was formed, and is not relevant to any facts of the case.</p>	<input checked="" type="checkbox"/> Sustained <input type="checkbox"/> Overruled

Ruling on Objections to the Specific Objections to Deposition

Testimony (Salzmann Decl. Exhibits A – F)

1. Exhibit A to Salzmann Declaration (Deposition Transcript of Kelly Quinn):

Testimony:	Objections:	Ruling
<p>Plaintiffs' Ex. "A"; Deposition Transcript of Kelly Marie Quinn, 39:8- 17: "Q. Okay. So we've spoken a lot about a whole lot of other businesses besides Phoenix Fibers. So let's talk about Phoenix Fibers. What – what is the nature of Phoenix Fibers' business? A. To make shoddy. Q. And what is shoddy?</p>	<p>Fed. R. Evid. 602. Lacks foundation for personal knowledge.</p>	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot

Testimony:	Objections:	Ruling
A. It's material that gets – it's material that's converted into a shoddy material and – and filler. We also make filler. And that's utilized in other businesses for a finished product."		

2. Exhibit B to Salzmänn Declaration (Deposition Transcript of Steven Johnson):

Testimony:	Objections:	Ruling
Plaintiffs' Ex. "B", Deposition Transcript of Steven Johnson ("Johnson Depo"), 33:5-10 "Q. Was Phoenix Fibers doing business with Mr. Mroueh at the time he came on as plant manager? A. I honestly don't know, but I'm – yeah, I don't know. I don't know when that relationship started. Q. Do you know how it started? A. No."	Fed. R. Evid. 602. Lacks foundation for personal knowledge.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot
Plaintiffs' Ex. "B", Johnson Depo, 82:8-19 "Mr. Salzmänn: Let's take a look at Plaintiff's Exhibit 2. It should be on the side there. Mr. Macias: What number? Mr. Salzmänn: 2. By Mr. Salzmänn: Q. Do you have that in front of you, Mr. Johnson?"	Fed. R. Evid. 602. Lacks foundation for personal knowledge.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot

1	A. Yes.		
2	Q. So, Mr. Johnson, this is		
3	the packing list that you		
4	were looking at yesterday;		
5	is that right?		
6	A. I'm not sure.		
7	Q. No? You don't – you		
8	don't recognize it?		
9	A. It's a packing list."		
10	Plaintiffs' Ex. "B"; Johnson	Fed. R. Evid. 402.	<input type="checkbox"/> Sustained
11	Depo, 92:25-93:7	Irrelevant.	<input checked="" type="checkbox"/> Overruled as moot
12	"Q. If you could flip		
13	forward to page 3 and focus		
14	your attention on		
15	interrogatory number 4 and		
16	the response thereto. Did		
17	you discuss this response		
18	with Mr. Kean?		
19	A. I can't recall.		
20	Q. Do you have any idea		
21	how that time frame was		
22	ascertained, early spring		
23	2015 through early fall		
24	2015?		
25	A. No."		

**3. Exhibit C to Salzmänn Declaration (Deposition Transcript
of Tod Kean):**

Testimony:	Objections:	Ruling
Plaintiffs' Ex. "C";	Fed. R. Evid. 402.	<input type="checkbox"/> Sustained
Deposition Transcript of	Irrelevant.	<input checked="" type="checkbox"/> Overruled as moot
Tod Kean, 42:14-22		
"Q. Okay. Do you recall		
whether or not you had that		
conversation with Mr.		
Johnson before the answer		
was filed?		
A. I don't recall. I don't		
know when the answer was		

Testimony:	Objections:	Ruling
<p>filed, so I'd need to look at a document.</p> <p>Q. March 29th, 2016</p> <p>A. I don't recall.</p> <p>Q. Okay. How about as of May 18th 2016?</p> <p>A. I would make an assumption, yes, I had spoken to him by May."</p>		

4. Exhibit D to Salzmman Declaration (Deposition Transcript of Lilly Kim):

Testimony:	Objections:	Ruling
<p>Plaintiffs' Ex. "D"; Deposition Transcript of Lilly Kim ("Kim Depo"), 14:1-9</p> <p>"Q. And was that contract entered into between Phoenix Fibers and Sweet People?</p> <p>A. Yes.</p> <p>Q. Was there also a contract between Phoenix Fibers and Rock Revival?</p> <p>A. Yes.</p> <p>Q. Who entered into that contract, or these contracts, on behalf of Sweet People and Rock Revival?</p> <p>A. Was Lisa Song, under my direction."</p>	<p>Fed. R. Evid. 602. Lacks foundation for personal knowledge.</p> <p>Fed. R. Evid 802. Hearsay.</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as moot</p>
<p>Plaintiffs' Exh. "D", Kim Depo, 18:4-24</p> <p>"Q. Do you have any personal knowledge of the terms of the offer that led to what you've referred to as</p>	<p>Fed. R. Evid. 602. Lacks foundation for personal knowledge.</p> <p>Fed. R. Evid 802. Hearsay.</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as moot</p>

Testimony:	Objections:	Ruling
<p>the overall contract?</p> <p>A. I've read the e-mails, and I had discussions with Lisa.</p> <p>Q. What discussions? And when did you have discussions with Lisa?</p> <p>A. 2011</p> <p>Q. Can you please tell me what Lisa – And when you say "Lisa," you mean Lisa Song?</p> <p>A. Yes.</p> <p>Q. Please tell me what Lisa Song told you in those conversations in 2011?</p> <p>A. We had discussions. We were looking for a company that recycled denim so that we could recycle our products, rather than sending them to the landfill. So we discussed, you know, that Phoenix Fibers was a recycling company that was going to do this. We discussed how, you know, pricing would work. And we discussed, you know, basically a little bit of timing of the first shipment."</p>		
<p>Plaintiffs' Exh. "D", Kim Depo, 20:1-11</p> <p>"Q. To your knowledge, did anyone have any discussions, verbal discussions, with anyone from Phoenix Fibers on behalf of Rock Revival or Sweet People in 2011 other than Ms. Song?</p>	<p>Fed. R. Evid. 602. Lacks foundation for personal knowledge.</p> <p>Fed. R. Evid 802. Hearsay.</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as moot</p>

Testimony:	Objections:	Ruling
<p>A. I don't recall. It may be possibly the shipping people.</p> <p>Q. And who are the shipping – Who were the shipping people at that time?</p> <p>A. I think, at that time, Steve Kim may have been a little bit involved as our COO, but I don't know if he had any direct correspondence with Phoenix Fibers."</p>		
<p>Plaintiffs' Exh. "D", Kim Depo, 20:25-21:3</p> <p>"Q. Do you know where he went to work after leaving – Well, which entity or entities did he work for?</p> <p>A. He worked for both."</p>	Fed. R. Evid 802. Hearsay.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot
<p>Plaintiffs' Ex. "D", Kim Depo, 26:1-11</p> <p>"Q. Why is it that you believe that those contracts were breached?</p> <p>A. So we had an overall arrangement, as we discussed, for them to recycle the products. When we recover goods, some of the goods went back to 2012.</p> <p>Q. And what contracts do you believe Phoenix Fibers breached between Phoenix Fibers and Rock Revival?</p> <p>A. The same.</p> <p>Q. So same years?</p> <p>A. Yes."</p>	<p>Fed. R. Evid. 602. Lacks foundation for personal knowledge.</p> <p>Fed. R. Evid 802. Hearsay.</p>	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot
<p>Plaintiffs' Ex. "D", Kim Depo, 26:23-28:5</p> <p>"Q. – has anyone employed</p>	Fed. R. Evid. 602. Lacks foundation for personal knowledge.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as

	Testimony:	Objections:	Ruling
1			
2	by Sweet People discussed	Fed. R. Evid 802. Hearsay.	moot
3	with anyone at Phoenix		
4	Fibers the contractual term		
5	requiring that the donated		
6	products that Sweet People		
7	donated be destroyed?		
8	A. I believe we thought they		
9	would be destroyed and		
10	recycled.		
11	Q. Okay. And I understand		
12	what your – what you		
13	thought. But the question is,		
14	to your knowledge and based		
15	on your investigation, has		
16	anyone employed by Sweet		
17	People discussed with		
18	anyone at Phoenix Fibers the		
19	contractual term requiring		
20	that the donated products		
21	that Sweet People donated		
22	be destroyed?		
23	A. I believe there's e-mail		
24	correspondence to that		
25	effect.		
26	Q. What about verbal		
27	discussions? Do you know		
28	of any verbal discussions?		
	A. I don't know if the word		
	"destroyed" was used in the		
	verbal discussions.		
	Q. And with that testimony,		
	would the answer to the		
	previous two questions be		
	the same for Rock Revival?		
	A. That's correct.		
	Q. To your knowledge and		
	based on your investigation,		
	did Rock Revival or Sweet		
	People explicitly place a		
	restriction on the items that		

	Testimony:	Objections:	Ruling
1 2 3 4 5 6 7 8 9 10	they donated to Phoenix Fibers requiring that those items be destroyed? A. Yes. We did require that the items be destroyed and recycled. I think we believed that during the recycling process, the items would naturally be destroyed as they were made into shoddy fiber. So that's why it's a little confusing. We just focus on "destroyed."		
11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Plaintiffs' Ex. "D", Kim Depo, 28:14-29:4 "Q. The question is, did anyone at Sweet People or Rock Revival place a requirement on the donated items or express a requirement based on the donated items to Phoenix Fibers that the donated items be destroyed? A. Yes. Q. And when do you think that was done? A. 2011. Q. And how do you think that was done? A. Verbally. And I guess in e-mail correspondence. Q. Both? A. I believe so. Q. What's the basis for your understanding that it was done verbally? A. After my discussions with Lisa following her discussions with Matt	Fed. R. Evid. 602. Lacks foundation for personal knowledge. Fed. R. Evid 802. Hearsay.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot

1	Testimony:	Objections:	Ruling
2	Graham.”		
3	Plaintiffs’ Ex. “D”, Kim	Fed. R. Evid. 402.	<input type="checkbox"/> Sustained
4	Depo, 29:20-30:25	Irrelevant.	<input checked="" type="checkbox"/> Overruled as
5	“Q. Why is it that Sweet		moot
6	People and Rock Revival		
7	wanted the donated products		
8	destroyed?		
9	A. Most of the goods are		
10	unfinished goods or		
11	damaged goods, goods that		
12	we don’t want into the		
13	mainstream market because		
14	they’re not as good a quality		
15	as our first-run goods. So		
16	therefore we wanted to find a		
17	way to environmentally,		
18	soundly destroy the items,		
19	which is why we came up		
20	with the destruction and		
21	recycling. We thought it was		
22	a much more environmental		
23	friendly way to dispose of		
24	the products. We were part		
25	of a organization called One		
26	Percent for the Planet. I		
27	don’t know if you know this,		
28	but denim is highly		
	pollutive, so it --		
	Q. I did not know that.		
	A. Well, it’s like the washing		
	and the blasting, and so it’s		
	actually very highly		
	pollutive. So one of the ways		
	we wanted to give back, sort		
	of make up for the pollution		
	was we joined One Percent		
	for the Planet, which means		
	1 percent of our gross		
	proceeds at the time went to		
	environmental organizations.		

Testimony:	Objections:	Ruling
<p>1 So along with that program</p> <p>2 that we put in place, our</p> <p>3 directive was to find a much</p> <p>4 more environmentally</p> <p>5 friendly way to dispose of</p> <p>6 the products.</p> <p>7 Q. Prior to shipping</p> <p>8 materials to Phoenix Fibers,</p> <p>9 what – what were Rock</p> <p>10 Revival and Sweet People</p> <p>11 doing to get rid of their</p> <p>12 unwanted products?</p> <p>13 A. So one of two things</p> <p>14 could happen when they</p> <p>15 could be destroyed, in Asia,</p> <p>16 at the factories, or if they</p> <p>17 were here in the U.S., then</p> <p>18 we would cut up the product,</p> <p>19 and then they would be sent</p> <p>20 to landfill essentially.”</p>		
<p>21 Plaintiffs’ Ex. “D”, Kim</p> <p>22 Depo, 33:24-34:12</p> <p>23 “Q. Do you recall having in</p> <p>24 your mind the understanding</p> <p>25 in 2011 that there was a</p> <p>26 contract between Phoenix</p> <p>27 Fibers on the one hand and</p> <p>28 Sweet People and Rock</p> <p>Revival on the other?</p> <p>A. Yes.</p> <p>Q. Why is it that you did not</p> <p>draft a contract for mutual</p> <p>signature between the parties</p> <p>to reflect the terms of the</p> <p>contract that you understood</p> <p>existed?</p> <p>A. We asked Phoenix Fibers</p> <p>if there’s any paperwork or</p> <p>documents that need to be</p> <p>executed. They said, “No.””</p>	<p>Fed. R. Evid. 402.</p> <p>Irrelevant. Ms. Kim’s and</p> <p>others’ subjective</p> <p>understanding is irrelevant</p> <p>in the absence of evidence</p> <p>Ms. Kim’s communicated</p> <p>that understanding to</p> <p>Phoenix Fibers. <i>Shaw v.</i></p> <p><i>Regents of Univ. of Cal.</i>, 58</p> <p>Cal. App. 4th 44, 55 (1997)</p> <p>(“The true intent of a</p> <p>contracting party is</p> <p>irrelevant if it remains</p> <p>unexpressed”); <i>Winet v.</i></p> <p><i>Price</i>, 4 Cal. App. 4th</p> <p>1159, 1166 n.3 (1992)</p> <p>(“evidence of the</p> <p>undisclosed subjective</p> <p>intent of the parties is</p> <p>irrelevant to determining</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as</p> <p>moot</p>

Testimony:	Objections:	Ruling
<p>Plaintiffs' Ex. "D", Kim Depo, 37:22-38:10</p> <p>"Q. Understanding that Mr. Graham on his end didn't need anything further, why is it – why was it, in your opinion, that Sweet People and Rock Revival didn't need anything further in writing?</p> <p>A. I think it was a couple of reasons, One was it was sort of my understanding, having talked to multiple, you know, recycling companies, that most did not have a written agreement. Secondly, because it was just for recycling and destruction, we really didn't feel like it was necessary to have a formal written agreement. The terms were relatively simple, and they really weren't for, you know, manufacturing or resale or anything like that. So it was really just recycling.</p>	<p>the meaning of contractual language.")</p> <p>Fed. R. Evid. 402. Irrelevant. Ms. Kim's and others' subjective understanding is irrelevant in the absence of evidence Ms. Kim's communicated that understanding to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) ("The true intent of a contracting party is irrelevant if it remains unexpressed"); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) ("evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.")</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as moot</p>
<p>Plaintiffs' Ex. "D", Kim Depo, 39:14:22</p> <p>"Q. And how did you have that understanding?</p> <p>A. That is what Matt Graham told us.</p> <p>Q. And to be specific, he didn't tell you that; right?</p> <p>A. Correct.</p> <p>Q. And how do you know he</p>	<p>Fed. R. Evid. 602. Lacks foundation for personal knowledge.</p> <p>Fed. R. Evid 802. Hearsay.</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as moot</p>

Testimony:	Objections:	Ruling
told Ms. Song that? A. She told me, and there were e-mails.”		
Plaintiffs’ Ex. “D”, Kim Depo, 41:18-42:1 “Q. When Ms. Song was having discussions with Mr. Graham and then carrying out the shipping of the products to Phoenix Fibers, was she an employee of Rock Revival, Sweet People or both? A. Both. Q. And was she paid by both? A. What happens is her paycheck comes from Sweet People Apparel, but her time is allocated between the two companies. Well, actually, all the affiliates.”	Fed. R. Evid. 602. Lacks foundation for personal knowledge.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot
Plaintiffs’ Ex. “D”, Kim Depo, 67:2-13 “Q. Have you discussed any of the facts related to this case with Ms. Flores? A. I don’t think so. Oh, maybe, yes. Q. What have you discussed with her? A. She made some purchases early on, and then she helps store things for me. Q. Purchases from where? A. So when we got some of the complaints regarding the donated goods that were out in the stream of commerce, she would sometimes make	Fed. R. Evid. 602. Lacks foundation for personal knowledge. Fed. R. Evid 802. Hearsay.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot

Testimony:	Objections:	Ruling
contact and make the purchase on my behalf at my direction.”		
<p>Plaintiffs’ Ex. “D”, Kim Depo, 106:25-107:11</p> <p>“A. We had received complaint about those kind of goods being out there, and so we began to – you know, they’d appoint us to specific people or websites or whatever it was, so we started to make some purchases.</p> <p>Q. And was that prior to receiving – Well, strike that. Who were those complaints from?</p> <p>A. It would have been from customers, sales reps.</p> <p>Q. Sales reps that worked for Miss Me or Rock Revival, or other sales reps?</p> <p>A. Sales reps that work for Miss Me and Rock Revival.”</p>	Fed. R. Evid. 802. Hearsay.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot
<p>Plaintiffs’ Ex. “D”, Kim Depo, 108:16-21</p> <p>“Q. Why – Well, do you recall independent about why Mr. Salgado sent you this e-mail, Exhibit 31?</p> <p>A. Right. So Lola Willard was selling goods that were supposed to have been donated on her – I don’t know if it was her Facebook or her website or something like that.”</p>	Fed. R. Evid. 802. Hearsay.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot
Plaintiffs’ Ex. “D”, Kim Depo, 112:9-21	Fed. R. Evid. 802. Hearsay.	<input type="checkbox"/> Sustained

Testimony:	Objections:	Ruling
<p>1 “Q. Exhibit 31 refers to jeans</p> <p>2 being “‘stamped’ defective”</p> <p>3 on page 2 in the third line</p> <p>4 down. The sentence says,</p> <p>5 “She says that she gets the</p> <p>6 jeans from the factory that</p> <p>7 are ‘stamped’ defective due</p> <p>8 to missing labels and such</p> <p>9 items.” Does Miss Me – Do</p> <p>10 Miss Me or Rock Revival</p> <p>11 stamp jeans with the word</p> <p>12 “Defective”?</p> <p>13 A. The factory may.</p> <p>14 Q. Do you know one way or</p> <p>15 the other whether they do?</p> <p>16 A. I know that – I don’t</p> <p>17 know if they do it for every</p> <p>18 single one, but I know I’ve</p> <p>19 seen jeans stamped</p> <p>20 “Defective” on the inside</p> <p>21 lining.”</p>	<p>Fed. R. Evid. 402.</p> <p>Irrelevant.</p>	<p><input checked="" type="checkbox"/> Overruled as</p> <p>moot</p>
<p>16 Plaintiffs’ Ex. “D”, Kim</p> <p>17 Depo, 115:18-116:12</p> <p>18 “Q. Do you recall – other</p> <p>19 than the seller Lola Willard,</p> <p>20 they were selling online – in</p> <p>21 2015, they were selling the</p> <p>22 goods that led to the</p> <p>23 purchases that led to this</p> <p>24 case or they were part of</p> <p>25 leading to this case, do you</p> <p>26 recall what websites they</p> <p>27 were selling on?</p> <p>28 A. I remember some were on</p> <p>eBay. I think some were on</p> <p>Facebook. But that’s all I</p> <p>can remember offhand.</p> <p>Q. Of the approximately half</p> <p>dozen purchases, at least one</p> <p>of them was a wholesale</p>	<p>Fed. R. Evid. 602. Lacks</p> <p>foundation for personal</p> <p>knowledge.</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as</p> <p>moot</p>

	Testimony:	Objections:	Ruling
1	purchase, wholesale price		
2	type purchase?		
3	A. Yes.		
4	Q. How many – When did		
5	that occur?		
6	A. I want to say summer.		
7	Q. And do you recall		
8	approximately how many		
9	units?		
10	A. That was a large one.		
11	That was about 9,000 units, I		
12	believe.		
13	Q. So were all the other		
14	purchases kind of onesie-		
15	twosie purchases?		
16	A. I think so.		
17	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402. Irrelevant.	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot
18	Depo, 145:20-148:3		
19	"Q. Who do you understand		
20	Mr. Kean to be?		
21	A. I understand him to be the		
22	owner and – one of the		
23	owners and CEO.		
24	Q. Why did you – And did		
25	you call him, or did he call		
26	you?		
27	A. I called him.		
28	Q. Why did you call him?		
	A. I was looking for		
	someone, and that's who		
	reception pointed me to.		
	Q. And when did you call		
	him?		
	A. I actually don't recall the		
	exact date.		
	Q. And when you reached		
	him, what did you say to		
	him, and what did he say to		
	you?		
	A. I told him who I was. I		

	Testimony:	Objections:	Ruling
1			
2	introduced myself. I told him		
3	that we had found goods we		
4	believed were possibly		
5	coming from his location,		
6	that had been sent there for		
7	destruction and recycling.		
8	Q. And what did he say?		
9	A. He said that they would		
10	look into it. They would		
11	investigate. It is possible that		
12	there was some leakage.		
13	Q. And do you understand		
14	what the word “leakage”		
15	means, or did you		
16	understand at the time what		
17	“leakage” meant?		
18	A. They actually explained it		
19	to me. So Phoenix Fibers		
20	was the one who told me that		
21	what happens is that they		
22	have a secure cage to which		
23	the products are put in. But		
24	because our product takes		
25	sometimes longer to recycle		
26	due to the embellishments on		
27	them, that sometimes goods		
28	would be left out of the cage		
	while they’re being		
	processed, or that sometimes		
	the cage was full and that		
	goods were sometimes left		
	outside the secure cage. And		
	it’s possible, due to that, that		
	some might have leaked out.		
	Q. And what did you		
	understand “leaking” to		
	mean, or “leak”?		
	A. So they were saying that		
	basically they were stolen –		
	Q. All right. Then –		

	Testimony:	Objections:	Ruling
<p>1 A. – and shipped off.</p> <p>2 Q. – has Rock Revival or</p> <p>3 Miss Me ever experienced</p> <p>4 any theft of their inventory?</p> <p>5 A. I’m sure we have.</p> <p>6 Q. You just – Do you call it</p> <p>7 “leakage,” or do you call it</p> <p>8 “theft”? What do you guys</p> <p>9 call it?</p> <p>10 A. We just call it “theft” or</p> <p>11 “SOB” like employees trying</p> <p>12 to steal it.</p> <p>13 Q. Have you ever heard the</p> <p>14 term “shrinkage”?</p> <p>15 A. “Shrinkage,” yes.</p> <p>16 Q. And “shrinkage” refers to</p> <p>17 people stealing inventory;</p> <p>18 right?</p> <p>19 A. Uh-huh.</p> <p>20 Q. Did you mention the</p> <p>21 possibility that there were</p> <p>22 being – that items were</p> <p>23 being stolen from Phoenix</p> <p>24 Fibers’ warehouse, or was it</p> <p>25 Mr. Kean that raised the</p> <p>26 issue?</p> <p>27 A. Mr. Kean. I just raised</p> <p>28 that we had found goods</p> <p>outside.”</p>			
	<p>Plaintiffs’ Ex. “D”, Kim</p> <p>Depo, 148:19-149:8</p> <p>“Q. Okay. So let’s talk about</p> <p>the first conversation you</p> <p>had with Mr. Johnson. You</p> <p>called him for that</p> <p>conversation?</p> <p>A. Yes.</p> <p>Q. And what did he say, and</p> <p>what did you say in that</p> <p>conversation?</p>	<p>Fed. R. Evid. 402.</p> <p>Irrelevant.</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as</p> <p>moot</p>

1	Testimony:	Objections:	Ruling
2	A. I said I was trying to		
3	figure out generally what		
4	happened at the – throughout		
5	the process, at the time, I		
6	said I was trying to figure		
7	out. And he told me		
8	basically, you know, the		
9	goods are received. You		
10	know, they're put in a secure		
11	location. And then, you		
12	know, they are taken out,		
13	and then metal and bags, et		
14	cetera, are taken off, and		
15	then they're processed for		
16	recycling into shoddy fiber.”		
17	Plaintiffs' Ex. "D", Kim	Fed. R. Evid. 402.	<input type="checkbox"/> Sustained
18	Depo, 151:15-152:24	Irrelevant.	<input checked="" type="checkbox"/> Overruled as
19	"Q. And then you talked to		moot
20	Mr. Johnson again after you		
21	talked to Mr. Kean?		
22	A. Correct.		
23	Q. Did the conversation –		
24	the second conversation with		
25	Mr. Johnson occur the same		
26	day you talked to Mr. Kean,		
27	or a different day?		
28	A. I think the same day.		
	Q. And did you call Mr.		
	Johnson, or did he call you?		
	A. I called Mr. Johnson.		
	Q. And how long was that		
	conversation with Mr.		
	Johnson?		
	A. Less than ten minutes.		
	Q. Less than ten?		
	A. Uh-huh.		
	Q. What did you say in that		
	conversation, and what did		
	Mr. Johnson say?		
	A. I said I talked to Mr.		

Testimony:	Objections:	Ruling
<p>1 Kean, that he referred me to</p> <p>2 him. I explained that we</p> <p>3 were experiencing – we had</p> <p>4 found product that were</p> <p>5 donated to Phoenix Fibers</p> <p>6 that were outside that we’d</p> <p>7 found purchased. And then</p> <p>8 he also talked about that they</p> <p>9 were adding security</p> <p>10 cameras, that he would</p> <p>11 investigate and that he also</p> <p>12 mentioned leakage.</p> <p>13 Q. Did he tell you whether or</p> <p>14 not he had talked to Mr.</p> <p>15 Kean about Mr. Kean’s</p> <p>16 conversation with you prior</p> <p>17 to his second conversation</p> <p>18 with you?</p> <p>19 A. He did not mention that.</p> <p>20 Q. Did you mention the</p> <p>21 possibility of leakage to Mr.</p> <p>22 Johnson in that phone call?</p> <p>23 A. I don’t think so.</p> <p>24 Q. Can you recall with</p> <p>25 certainty whether or not you</p> <p>26 mentioned that possibility?</p> <p>27 A. I can’t recall.”</p>		
<p>20 Plaintiffs’ Ex. “D”, Kim</p> <p>21 Depo, 155:1-6</p> <p>22 “Q. Have you had any</p> <p>23 conversation with Mr. Kean</p> <p>24 since that conversation you</p> <p>25 had with him?</p> <p>26 A. No.</p> <p>27 Q. Have you had any</p> <p>28 conversation with Mr.</p> <p>Johnson since you had that</p> <p>conversation with him?</p> <p>A. No.”</p>	<p>Fed. R. Evid. 402.</p> <p>Irrelevant.</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as</p> <p>moot</p>
<p>Plaintiffs’ Ex. “D”, Kim</p>	<p>Fed. R. Evid. 402.</p>	<p><input type="checkbox"/> Sustained</p>

	Testimony:	Objections:	Ruling
1			
2	Depo, 166:18-167:20	Irrelevant.	
3	“Q. Is the destruction of		<input checked="" type="checkbox"/> Overruled as
4	these unfinished, obsolete		moot
5	and otherwise secondhand		
6	goods and damaged goods –		
7	is the destruction of them		
8	important to the companies?		
9	A. It’s very important.		
10	Q. Why is it – Why is it		
11	important?		
12	A. I mean, there are multiple		
13	reasons. The primary reason		
14	is we don’t want the goods		
15	in the market in the first		
16	place. I mean, the reason that		
17	they are being sent for		
18	destruction and recycling is		
19	so they do not enter into the		
20	stream of commerce because		
21	we don’t believe that they’re		
22	up to the standard of Rock		
23	Revival and Miss Me. So the		
24	reason they’re sent there is		
25	for the destruction so they		
26	don’t get into the stream of		
27	market so the brands aren’t		
28	damaged or harmed		
	reputationally, quality-wise.		
	So, yeah, it’s important. And		
	then, you know, like I said,		
	we had this whole		
	environmental program. That		
	was really the point of		
	sending them to be destroyed		
	and recycled is that we		
	wanted to adhere to those		
	values. That’s why we took		
	the time to bring them from		
	China. If we really wanted to		
	have them in the stream of		

Testimony:	Objections:	Ruling
commerce, we would have sold them ourselves. And it was sort of ridiculous that we were sending them to Arizona, paying for the shipping to get them there, and then they were being shipped back to a half mile from our facility.”		
Plaintiffs’ Ex. “D”, Kim Depo, 168:12-19 “A. I really didn’t think it was necessary. We had an agreement. We assumed that the goods were being recycled as we were told they were. And we didn’t need it as evidence for anything else. It’s not like we were in litigation where we had to present to a third party or we were getting a, you know, nonprofit tax credit or something where we needed evidence that that was occurring.”	Fed. R. Evid. 402. Irrelevant. Ms. Kim’s and others’ subjective understanding is irrelevant in the absence of evidence Ms. Kim’s communicated that understanding to Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i> , 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i> , 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)	<input type="checkbox"/> Sustained <input checked="" type="checkbox"/> Overruled as moot

5. Exhibit E to Salzmann Declaration (Deposition Transcript of Felipe Salgado):

Testimony:	Objections:	Ruling
Plaintiffs’ Ex. “E”; Deposition Transcript of Felipe Salgado, 31:8-33:21	Fed. R. Evid. 402. Irrelevant.	<input type="checkbox"/> Sustained

	Testimony:	Objections:	Ruling
1			
2	“Q. So that RTV gets – The		<input checked="" type="checkbox"/> Overruled as moot
3	RTV units get inspected;		
4	right?		
5	A. Yes.		
6	Q. And do you have – had		
7	you had since – Since 2012,		
8	have you or any of your		
9	people had responsibility for		
10	doing that inspection?		
11	A. Yes.		
12	Q. And is it – Who does it?		
13	A. My warehouse, I have a		
14	warehouse manager under		
15	my supervision, and he		
16	inspects all products coming		
17	back from – There’s two		
18	different types of returns,		
19	which is the RTV, we call		
20	that, to good merchandise.		
21	And then we have the		
22	damaged returns, which		
23	those get inspected as well,		
24	and those are going into		
25	what is called the		
26	destruction. So which is		
27	going to be sent to the		
28	recycling facilities, if any.		
	And so he inspects all the –		
	all the – all the – all the		
	product coming back		
	returns-wise.		
	Q. Do any of the products		
	that a retailer returns and		
	they say are damaged, do		
	any of those end up in the		
	group of units that go to the		
	next retailer?		
	A. No.		
	Q. So why – why do they got		
	inspected at all?		

	Testimony:	Objections:	Ruling
1			
2	A. Because we have – we		
3	have to make sure that the		
4	style numbers match the		
5	return, because if they would		
6	have difference of prices. So		
7	let’s say we get in an item		
8	for \$68, but then the		
9	customer is sending		
10	something that’s even higher		
11	price or lower price, we have		
12	to adjust the return when		
13	we’re doing everything in		
14	the system. So then they get		
15	the correct – the correct		
16	credit, and therefore our		
17	system is adjusted		
18	accordingly.		
19	Q. And so – so let me		
20	understand. Let me		
21	understand what – what		
22	generally the categories of		
23	products that go in this stuff		
24	that was shipped to Phoenix		
25	Fibers. So what I’m looking		
26	for now is what – what went		
27	in there, and I want to ask –		
28	And I’ll ask you, and then		
	I’ll ask you if you can add		
	anything to it.		
	A. Uh-huh.		
	Q. My understanding is that		
	damaged product went to		
	Phoenix Fibers. Is that true?		
	A. Damaged product,		
	damaged, it’s not sellable to		
	the customer.		
	Q. And is it also true that		
	obsolete product went to		
	Phoenix Fibers?		
	A. Some product, it is		

Testimony:	Objections:	Ruling
<p>coming from the manufacturer that has the stamp “Defective.” Although it looks good, it looks clean, but we can’t sell it, the fact that it’s too – too – it has – it has some flaw in the wash process, or it has a rivet missing, or it has a leather patch missing. So that’s the stuff that goes there.</p> <p>Q. And where is – Where’s the “Defective” stamp placed on the product when it’s defective?</p> <p>A. In the – some of them have it in the – in the pocket, inside the pocket, or in some of the – on the inside part.</p> <p>Q. Why is the stamp placed, if you know, on the inside part of the jeans?</p> <p>A. To differentiate it in the warehouse, to make sure that those are sent – sent for destruction rather than selling it to the customer.”</p>		

6. Exhibit F to Salzmänn Declaration (Deposition Transcript of Lisa Song):

Testimony:	Objections:	Ruling
<p>Plaintiffs’ Ex. “F”; Deposition Transcript of Lisa Song (“Song Depo”), 28:10-29:3 “Q. Can you describe to me, as best you can recall siting here today, what that</p>	<p>Fed. R. Evid. 402. Irrelevant. Ms. Song’s and others’ subjective understanding is irrelevant in the absence of evidence Ms. Song communicated that understanding to</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as moot</p>

Testimony:	Objections:	Ruling
<p>1 recycling program entailed?</p> <p>2 A. The program was to take</p> <p>3 – we had excess inventory</p> <p>4 that we – that were – the</p> <p>5 reason we couldn’t sell them,</p> <p>6 and so because of that we</p> <p>7 were looking for something</p> <p>8 good to do. I know we did a</p> <p>9 – planned a lot of green</p> <p>10 initiatives at that time with</p> <p>11 our executive, and the</p> <p>12 program was to take those</p> <p>13 excess inventory, and</p> <p>14 Bonded Logic and Phoenix –</p> <p>15 Phoenix Fibers, I believe,</p> <p>16 would break down the</p> <p>17 excess inventory, turn it into</p> <p>18 insulation for housing. And I</p> <p>19 think Bonded Logic was the</p> <p>20 – they were the actual people</p> <p>21 who installed it or</p> <p>22 something, but they were</p> <p>23 responsible for the actual</p> <p>24 program itself, from my –</p> <p>25 what my recollection is.”</p>	<p>Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th 1159, 1166 n.3 (1992) (“evidence of the undisclosed subjective intent of the parties is irrelevant to determining the meaning of contractual language.”)</p>	
<p>19 Plaintiffs’ Ex. “F”; Song</p> <p>20 Depo, 67:11-24</p> <p>21 “Q. What was your</p> <p>22 understanding of the</p> <p>23 agreement at the time that</p> <p>24 first shipment went to</p> <p>25 Phoenix Fibers?</p> <p>26 A. My understanding was</p> <p>27 that we would send them</p> <p>28 inventory that we needed to</p> <p>– that we wanted to use as</p> <p>part of our – one of our</p> <p>green initiative programs.</p> <p>Phoenix Fibers would break</p> <p>down the inventory sent to</p>	<p>Fed. R. Evid. 402.</p> <p>Irrelevant. Ms. Song’s and</p> <p>others’ subjective</p> <p>understanding is irrelevant</p> <p>in the absence of evidence</p> <p>Ms. Song communicated</p> <p>that understanding to</p> <p>Phoenix Fibers. <i>Shaw v. Regents of Univ. of Cal.</i>, 58 Cal. App. 4th 44, 55 (1997) (“The true intent of a contracting party is irrelevant if it remains unexpressed”); <i>Winet v. Price</i>, 4 Cal. App. 4th</p>	<p><input type="checkbox"/> Sustained</p> <p><input checked="" type="checkbox"/> Overruled as moot</p>

Testimony:	Objections:	Ruling
<p>1 them, shred it and create an</p> <p>2 insulation that they would</p> <p>3 pass along to Bonded Logic,</p> <p>4 who insulated houses in</p> <p>5 need.</p>	<p>1159, 1166 n.3 (1992)</p> <p>(“evidence of the</p> <p>undisclosed subjective</p> <p>intent of the parties is</p> <p>irrelevant to determining</p> <p>the meaning of contractual</p> <p>language.”)</p>	

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9 DATED: _____

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12 _____

13 Honorable Terry J. Hatter, Jr.

14 United State District Judge

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CERTIFICATE OF SERVICE

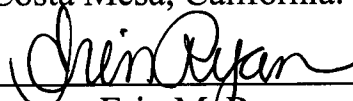
I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 600 Anton Boulevard, Suite 700, Costa Mesa, California 92626.

I hereby certify that on September 6, 2017, I served the foregoing documents described as ***[PROPOSED] MEMORIALIZATION OF RULINGS ON PHOENIX FIBERS, INC.'S OBJECTIONS TO EVIDENCE SUBMITTED BY PLAINTIFFS IN OPPOSITION TO THE MOTION FOR SUMMARY JUDGMENT*** on the following individuals:

Louis S. Ederer, Esq. Matthew T. Salzmann, Esq. ARNOLD AND PORTER LLP 399 Park Avenue New York, NY 90022 [Attorneys for Plaintiffs] [Served Electronically]	John C. Ulin, Esq. ARNOLD AND PORTER LLP 777 South Figueroa Street, 44 th Fl. Los Angeles, CA 90017-5844 [Attorneys for Plaintiffs] [Served Electronically]
Eugene S Alkana Eugene S Alkana Law Office 131 North El Molino Avenue Suite 310 Pasadena, CA 91101 [Attorneys for U.S. General Export] [Served Electronically]	J T Fox Law Offices of JT Fox and Associates 556 South Fair Oaks Avenue Suite 444 Pasadena, CA 91105 [Attorneys for Tiffany Alana Wolff] [Served Electronically]
Lydia Evilsa Terrazas Cho 702 N Crescent Drive Beverly Hills, CA 90210 <i>Pro Se</i> [Served via U.S. Mail]	Comak Trading 2550 S Soto St, Vernon, CA 90058 [Served via U.S. Mail]

I declare that I am employed in the offices of a member of the bar of this Court at whose direction this service was made, and that this service complies with the Federal Rules of Civil Procedure.

Executed on September 6, 2017, at Costa Mesa, California.


 Erin M. Ryan